



## **Data Sharing Bulk Data Request for Immunization Information Florida State Health Online Tracking System (SHOTS) Version 5.0**

- I. **WHEREAS**, section 381.003(1) Florida Statutes, mandates the Florida Department of Health (“DOH”) to ensure immunization against vaccine preventable diseases, as well as the development and use of a statewide immunization information system, DOH established and maintains a centralized database and registry for immunization information known as “Florida SHOTS”.
- II. **WHEREAS**, section 381.003(1)(e)4, Florida Statutes, allows for the exchange of immunization data between Florida SHOTS and those entities that are required by law to have such records.
- III. Requestor, **(enter organization name here)**, represents the following to DOH:
  - A. Requestor is an entity involved in the care of the individual whose Florida SHOTS information is shared with Requestor based upon this agreement; and
  - B. Requestor is authorized to gather Florida SHOTS or similar data related to Requestor’s and practitioners’ treatment, payment, and or operations on its behalf and on the behalf of practitioners defined to mean any health care practitioners licensed under Chapters 458, 459 or 464, Florida Statutes, and who file a claim for services involving vaccine-preventable diseases with Requestor; and
  - C. Requestor and practitioner have, or did have, responsibility for the care of all individuals for whom data is, or will be, requested under this agreement during the period(s) covered by such requests.
- IV. Requestor and DOH agree that the volume of the requests Requestor intends of Florida SHOTS causes an impractical burden for DOH to review each individual Practitioner’s authorization.
- V. The parties agree to the following:
  - A. The above recitals are true and correct and incorporated as if fully stated herein.
  - B. Requestor agrees:
    1. To only request information provided to Florida SHOTS for which it is authorized and to make such requests only for practitioners with whom it has or has had a contractual relationship within the period covered by such requests.
    2. To make such requests to DOH, in a format to be determined by DOH, by supplying the following minimum information on each relevant individual: Last name, first name, date of birth, address, gender, social security number. Medicaid ID number (if available to Requestor) should also be supplied.
    3. To apply for an account with the DOH for access to the DOH sFTP site and to acquire the necessary software to manage the secure exchange of data files via the sFTP before making such a request.



4. To provide to the Department’s Bureau of Immunization, on behalf of the Requestor’s Practitioners, historical and current immunization event and/or encounter data as Requestor has available in its claims records. Such provision will be made in a manner and format and at a place and time prescribed by the Department, Bureau of Immunization. Files containing updated claims data as described above shall be submitted at a minimum interval of quarterly but may be submitted at any interval less than quarterly. For the purposes of this agreement, the following schedule defines this requirement:

Quarter	Period	Submission Due Date
1	January 1 - March 31	April 1
2	April 1 - June 30	July 1
3	July 1 - September 30	October 1
4	October 1 - December 31	January 2 (of the following Calendar Year)

And acknowledges that:

- A. Resulting data is not verified independently for its accuracy but only as to the fact that it was found in Florida SHOTS.
  - B. Unauthorized access to Florida SHOTS data may result in actions regarding violations of state or federal law.
  - C. The Requestor and its employees, subcontractors and agents is an independent contractor for all purposes hereof.
  - D. The venue for legal actions arising here from is a state court of competent jurisdiction in Leon County, Florida.
  - E. And represents neither Requestor, its employees, nor affiliated entities are on the convicted vendor or discriminatory vendor lists pursuant to sections 287.133-134, Florida Statutes.
5. To accept encrypted electronic transmission, in accordance with Section V.B.3 (above), of the DOH search results from the immunization registry and acknowledges that the DOH responses shall be delivered in as timely a manner as possible under this agreement but may be delayed due to priorities of operation, upgrades, breakdowns, or other issues with its system beyond its control. Such delays will not be construed as a breach of this agreement.
6. To indemnify, defend, and hold DOH, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys’ fees, arising out of any acts, actions, breaches, neglect or omissions of Requestor, and its employees, including but not limited to, patent, copyright, or trademark infringement, related to this Agreement.



- 7. This agreement is neither a waiver of sovereign immunity nor consent by a state agency or political subdivision of the State of Florida to suit by third parties in any matter arising therefrom.
- C. DOH Agrees: Upon Requestor compliance with the requisites in Section V.B., to make a good faith effort to provide immunization registry data relevant to the submitted requests via secure (sFTP) file transfer within sixty (60) days of data request.

D. The Parties Agree:

- 1. This agreement is effective upon full execution for an initial term of three years from the Effective Date below (hereinafter "Initial Term").
- 2. This agreement may be terminated by either party upon 30 days written notice, or sooner by written agreement of the parties or immediately upon breach.
- 3. The Department reserves the right to assess fee(s) for providing such data or data retrieval services.
- 4. In the event that any provisions of this document shall be declared invalid or unenforceable by a court of competent jurisdiction, the parties agree that the other provisions herein shall survive said declaration. The obligations of the parties under this agreement which by their nature should continue beyond the termination or expiration of this agreement will remain in effect after termination or expiration.

E. This agreement, including all schedules and data supplements, constitutes the parties' entire agreement relating to its subject matter. The terms of this agreement supersede all prior requests related to the data specified under this agreement, however nothing herein negates either parties' obligations under existing agreements which have not reached a termination or expiration date.

The parties hereto state their authority to assent on behalf of the parties and their assent to the terms above by their signatures below. The effective date is the date signed by the Florida SHOTS Administrator for the Department of Health.

**Recipient**

**Name of Entity:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**State of Florida**

**Department of Health**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_